

**SCOPE OF WORK
FOR
EXOTIC RIPARIAN VEGETATION CONTROL
RE-TREATMENTS
ON
MARINE CORPS BASE CAMP PENDLETON, CA
2003-2008**

A. PURPOSE

The purpose of this Scope of Work is to eradicate and control exotic riparian plants in federally listed species occupied habitat on Marine Corps Base Camp Pendleton, hereafter referred to as the Base. The Base is required to manage exotic species in riparian areas as outlined in the Biological Opinion: "Programmatic Activities and Conservation Plans in Riparian and Estuarine/Beach Ecosystems on Marine Corps Base, Camp Pendleton", (1-6-95-F-02). This Biological Opinion requires a Conservation Bank whereas exotic removal counts toward credit in the Conservation Bank. The Conservation Bank is used to offset impacts which support military training activities and facilities development/maintenance on Base. This Scope of Work is specifically to re-treat Conservation Bank sites by herbicide (251 acres, Table 1), and to provide IT data management for the past and present Conservation Bank and Mitigation Bank exotic riparian plant management program. The contractor will also =on other Base creek segments that have had five year treatments to spot, map and treat rogue exotics (338 acres).

B. PROJECT AREA

The Base is located in the northwestern portion of San Diego County, immediately north of the city of Oceanside, California, UTM 115655805, Figure 1. The 251 acre control area is within the lower Santa Margarita River and San Mateo Creek.

C. DESIGNATED MARINE CORPS BASE REPRESENTATIVES

1. The Primary Base Client Representative is Ms. _____, Land Management Branch Head, Assistant Chief of Staff, Environmental Security, and

2. The Secondary Base Client Representative is _____ Land Branch Head, Land Management Branch, Assistant Chief of Staff, Environmental Security, and

D. GENERAL REQUIREMENTS

1. The Contractor shall visit the designated area as often as necessary and within the limits stated below to accomplish the project as outlined in the SOW. It is the Contractor's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel. The Contractor must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto.

2. The Contractor shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment necessary to complete the work. All equipment utilized on the Base is subject to inspection by and approval of the Base safety program. Travel for all on-site Contractor personnel and direct reimbursements will be in accordance with the Joint Travel Regulations (1TR). All trips will need to be approved by **Client Representative or designee in** writing via either memorandum or e-mail.

3. The Contractor shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described below.

4. The Contractor shall review pertinent files on the Base and shall work closely with the Client Representative in planning and carrying out field investigations. Recent color aerial photos of the work areas are available for inspection on the AC/S, ES office. Copies of these photos may be obtained on the Cooperator's expense.

5. Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to appropriate personnel for processing and security inspection,

6. Herbicide applicators working under this agreement shall possess the appropriate Federal and State Permits. The Contractor shall have these permits in possession prior to contract award. Copies of these permits shall be provided to the Base contact prior to commencement of work, The Cooperator shall be responsible for obtaining all other required permits for herbicide application and/or mechanized equipment operation in wetlands/riparian areas. The Cooperator shall complete DoD Form 6250, Pesticide Application Report for each day that herbicides are applied. These reports are obtainable from and shall be returned to the Base Contact.

7. The Contractor is expressly prohibited from doing any plant or animal collection on the Base, The Contractor is specifically prohibited from carrying out any activities not specified in this agreement unless written approval is obtained from the AC/S, ES.

8. Each Contractor and employee is required to obtain a Camp Pendleton SPECIAL USE/ACCESS PERMIT for themselves and all personnel vehicles. These permits are obtained through the Base contact. The SPECIAL USE/ACCESS PERMIT is valid until 31 December of each calendar year and is nontransferable. Permits must be renewed annually. The SPECIAL USE/ACCESS PERMIT must be carried on each investigator when they are within the boundaries of the Base. Escorting persons onto the Base who do not hold a valid SPECIAL USE/ACCESS PERMIT will result in revocation of the Contractor's access to the Base and immediate termination of all activities on the Base as well as non-fulfillment of this agreement.

9. Contractor personnel are required to check in with Range Control/Longrifle prior to each day's field work within maneuver areas. The Contractor must also check out on the end of each day. Personnel are required to be able to communicate with Range Control while in the field,

10. No animals will be brought on to the Base and released without the consent of the Base contact. Personnel pets are not to be brought on to the Base.

11. Dead, injured or sick Wildlife will not be removed from the Base by the Cooperator. All such wildlife shall be reported immediately to the Base contact.

12. All field notes, field data forms, photographs, etc. produced as part of this Scope of Work/Agreement are the property of the U, S, Marine Corps. **These data will not be used, in whole or in part, of any professional, scientific or non-scientific report, paper or note, published or unpublished or be part of any technical or non-technical presentation without the written pre-authorization of the AC/S, ES,** All intellectual property generated and/or delivered pursuant to this Performance-Based Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of the contract, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during the contract.

13. The contractor shall notify the CR in writing via fax or e-mail on least 48 hours before conducting all types of fieldwork.
14. The contractor shall conduct interviews with experts and authorities concerning exotic riparian plant eradication as necessary to accomplish the work.
15. The contractor shall be responsible for complying with all applicable Federal Acquisition Regulations (FAR), Defense Acquisition Regulations (DEAR) and General Services Administration Acquisition Manual (GSAM).
16. Work on this project requires that contractor personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.
17. Travel for all on-site Contractor personnel and direct reimbursements will be in accordance with the Joint Travel Regulations (JTR). All trips will need to be approved by Client Representative or designee in writing via either memorandum or e-mail.

E. SPECIFIC REQUIREMENTS (PERSONNEL)

1. Qualifications. The Contractor and his/her representative(s) shall have the following minimum qualifications:
 - a. Three years of local (Southern California) on the ground experience in arundo and tamarisk eradication via herbicide methodologies.
 - b. All the required permitting to engage in herbicide spraying upon a Federal Reservation.
 - c. USFWS permitted biologists for the Least Bell's Vireo, SW Willow Flycatcher, and Arroyo toad.
2. The Contracting Officer (CO), or authorized Client Representative, reserves the right to review and approve the qualifications of the key personnel assigned to this effort. The contractor shall notify the CO or authorized representative of significant personnel changes along with the steps the contractor is taking to ensure impacts to task order schedules are minimized. The contractor shall notify the CO and Client Representative in writing of any proposed changes to key personnel at least ten (10) working days prior to need for a replacement. Within the ten days, the contractor shall provide the qualifications for replacements for review and approval.
3. Individuals designated, as key personnel will be committed to the project for its duration and cannot be substituted or replaced without the written agreement of the CO.

F. SPECIFIC REQUIREMENTS (TECHNICAL)

1. Re-treatment control shall be conducted via herbicides.
2. Target riparian exotic species are listed in Appendix 1.
3. Treatments will only commence during August 31 to March 15, unless the site is cleared by base bird biomonitors **and** approved by the base client representative. Exceptions are for perennial pepperweed.
4. Perennial pepperweed will be sprayed during the spring, prior to seed drop. Coordination with the Client Representative and Base bird biomonitors are required to avoid impacts to federally listed species,

5. Reconnaissance areas that have had 5 years of treatment to determine if additional spot spraying is required, and spray.
6. The Contractor shall work with the Client Representative to minimize impacts to native riparian vegetation, arroyo toads (*Bufo californicus*), and southwestern willow flycatcher (*Empidonax traillii extirpatus*) habitat.
7. The Contractor shall ensure only the target plant species are treated, and will be responsible for mitigation of impacts if federally listed species are impacted. The Contractor shall have sufficient knowledge to be able to avoid spraying or otherwise impacting plants important to the federally listed least Bell's vireo, southwestern willow flycatcher, and arroyo toad. The Contractor shall ensure there is no spraying within 30 feet of open water.
8. Treatment shall be required for four (4) growing seasons following the initial treatment (already completed) or the targeted nonnatives do not exceed 1% cover on the 4th year post initial treatment (5 years),
9. Toad fence will be resurrected around staging areas (if needed) and Arroyo toads trapped and relocated for 30 days during their activity period (August 31 to March 15).
10. Target cover requirements are 1% Arundo, Tamarisk, and perennial pepperweed; 0% German Ivy, palm spp., Live eucalyptus, Ngaio tree, pepper tree in the treated area post 5th year treatment.

G. TECHNICAL REPORTS

1. **Work Plan.** The Contractor shall submit two copies of the draft work plan four weeks after the Kick-off meeting. The draft work plan shall include an introduction, detailed proposed methods, maps, a description of quality control procedures that the Contractor will follow while performing all work under this Scope of Work and a detailed schedule with milestones and dates of completion of each specific task and associated deliverable required. The plan will follow methodologies from the TEAM ARUNDO Norte for data collection and processing in addition to those worked out with the Base in the work plan. The plan will detail the proposed methodology for GIS metadata structure and will work with the Base to create a mutually agreed upon system (prior to the work plan). The plan also shall include a list of personnel who will work on the project and describe of the roles each will fill. Following receipt of Government comments, the Contractor shall make recommended changes to produce a final work plan.
2. **Progress Reports.** The Contractor shall submit **Monthly** electronic progress reports during the treatment season. The narrative reports shall contain an accurate, up-to-date summary account of tasks completed during the month with maps, tasks on going during the month, tasks to be worked during the next month, and any outstanding issues. These reports shall be no longer than three pages and should contain a statement of progress against the cost schedule developed by the Contractor under project management.
3. **Annual Reports.** A draft report (3 full color hard copies plus one electronic copy) will be due April 1 of each year. Reports will track acres of treatment and treatment classes. Each report shall detail the results of all methods, and activities during the year. All historic treatment data will be incorporated into yearly annual reports so the documents will be 'stand alone' documents. Percent exotic cover in classes remaining in treatment areas are required to be reported. The Contractor shall have a technical editor edit the completed draft prior to submission. The editor must be a qualified biologist who has not contributed significantly to the writing of the document. If the draft is not complete or Contains more than 10 errors factual/grammatical/typographical errors it will be rejected. The Contractor shall prepare a draft final within 30 days of receipt of government comments and upon any tables, graphics and/or maps necessary, Within 2 weeks of receipt of government comments on

the draft final, the Contractor shall submit two electronic copies of the final using Microsoft Word "Track Changes" tool to indicate when changes (i.e., insertions and deletions) will be incorporated into the final report. After obtaining government approval on the electronic submittal, the Contractor shall submit **10** full color copies and two electronic copies of the final report.

4. Map book. A yearly map book will consist of aerial photos with treatment polygons and treatment information on each page. All historic and current information will be included for the first year. The remaining years will only need to produce updates that can be added to the existing map books. The scale will be determined by cost efficiency and quality of product. The map book is mostly a "coffee table" type product, the pages will be laminated.
5. A Foster board type presentation explaining the Base's Riparian Weed program will be completed. The laminated poster will be 5'X2'

H. Format of Deliverables

1. Contractor shall follow all formats as used in the TEAM ARUNDO NORTE, or as worked out with the Base in the work plan.
2. The draft and final submittals shall be written in the format of the Journal of Restoration & Management Notes (RMN) as outlined in "Manuscript Specifications" for the Restoration & Management Notes (back page of any issue for RMN). Writing style should conform to the CBE Style Manual, 5th edition. All statistical analysis are to be reported after Tacha, Warde and Burnham (1982).
3. Organization. The draft and final monitoring reports shall be organized as follows:
 1. Title page showing the title, done, Contract Number, Prepared for: Deborah Bieber, Land Management Branch, AC/S Environmental Security, Marine Corps Base Camp Pendleton,
 2. Sub-title page showing:
 - a. Title
 - b. Pre pared for: Deborah Bieber, Land Management Branch, AC/S Environmental Security, Marine Corps Base Camp Pendleton.
 - c. Prepared by listing with affiliation
 - d. Recommended Citation
 3. Executive Summary (background, purpose, results, discussion, management implications, and a one page table which synopsis the cumulative riparian exotic treated areas on Base).
 4. Introduction (project overview, background, purpose, objectives).
 5. Methods
 6. Results (including exotic cover remaining).
 7. If additional literature beyond the Base or Navy publications are cited, copies of the papers/reports shall be supplied to the Contract Representative.
 8. The report shall contain photographs and maps. The photographs shall show the treated areas during progression of the .4 years of treatments and historic treatment. Digital Images used in the report are to remain as Government property and are to be provided to the AC/S, ES with

submission of the final report, All photos are to be submitted electronically.

Results shall include, but not be limited to the following:

- (1) Total person-hours and materials expended per area by control method and any other information than would enable the reader to specifically quantify total person-hours required for the control treatment.
- (2) Factors which may be important in conducting an effective exotic plant control program.
- (3) Maps showing treated areas.

h. Discussion. The discussion shall summarize the efficacy of the control methods employed. It shall also include any other observations which could be useful in management of the target plant species.

i. Management Implications. Include recommendations for future control

programs. 4. Geographic Information System Data.

The Contractor shall provide the following:

a. Specific Data Requirements:

- (1) GPS location for each block (polygons in cover classes) and clump (point) of treated vegetation.
- (2) The date(s) of initial treatment for each site
- (3) The dates of subsequent treatments
- (4) The treatment method(s) used
- (5) GPS of toad fencing and of each bucket, if used
- (6) Number of toads (adult or metamorph) per bucket if found.
- (7) Other data as determined in the work plan

b. Geographic Data Delivery Format:

When geographic information is prepared for this report it shall be digitized and delivered in an ArcINFO Export format suitable for inclusion in the division's ArcINFO-based (v.7.0.3) Geographic Information System (GIS). All geographic data shall be stored in Stone Plane coordinates, North American Datum of 1983 (MAD 83).

The Contractor shall consult with the Government concerning the use of alternative delivery formats (i.e., AutoCAD, Intergraph). The Government may approve alternative delivery formats if it is determined that the format will not compromise the accuracy or structure of the delivered data.

Attribute data stored in external databases, those separate from the internal ArcINFO tables, shall be recorded in a format compatible with the Base's software,

c. Geographic Data Structure:

All geographic information shall be developed in a structure consistent with the release (currently v1.4) of the Tri-Services Spatial Data Standards (TSSDS). The Cooperator shall consult with the Government concerning modifications or additions to the TSSDS. The Government may approve modifications to the Standard if it is determined that TSSDS do not adequately address subject datasets. Copies of the TSSDS may be obtained by contacting:

Director, U.S. Army Engineer Waterways Experiment Station
 Tri-Services CADD/GIS Technology Center
 Attn: CEWES-1M-DA/Smith
 3909 Halls Ferry Road
 Vicksburg, MS 39180-6199
 (800) 522-6937

d. Geographic Data Documentation:

All geographic information shall be documented in a manner consistent with those standards published by the Federal Geographic Data Committee (FGDC) in "Contents Standards for Digital Geospatial Metadata, June 1994." Copies of the Standard may be obtained by contacting:

FOCD Secretariat
 c/a U.S. Geological Survey
 590 National Center
 Reston, Virginia 22092
 (703) 648-5514

e. Geographic Data Delivery:

Small geographic datasets (<1.44 megabytes, UNIX-compressed) shall be delivered on a High Density, Double-sided 3.5 inch diskette. The diskette shall include an ASCII text file labeled README. The README file is to describe the contents of the diskette (e.g. file names, data dictionary, file contents, etc.) and any other pertinent information that may be required by the project proponent.

Large geographic datasets (>1.44 megabytes, UNIX-compressed) shall be delivered on helical-scan 8mm data cartridge. The Contractor shall include information and the means required (if necessary) for the retrieval of the archived data from the tape.

Geographic Data Collection Methodology:

The Contractor shall consult with the CR concerning specific mapping protocols and data collection requirements **prior to** commencement of field investigations. When feasible geographic features shall be mapped using Global Positioning System (GPS) equipment. GPS location data shall be differentially corrected and averaged to assure the highest level of accuracy possible, AC/S, ES maintains a Trimble Navigation GPS Pathfinder Community Base Station (PFC13S) for use in differential correction of remotely sensed data. Base station information can be made available to the Contractor on an as-needed basis.

Historic GIS information from previous treatments will be integrated in with the new data by the contractor,

I. Deliverables

1. The Contractor shall submit the following deliverables to the CR, according to the schedule provided below:

Deliverable	No. Copies	Due Date
Draft Work Plan	3 hard copies	2 weeks after award
Final Work Plan	5 hard copies 1 electronic	5 days post receipt of gov't comments

Draft Final Report	2 hard copy 2 electronic	30 days from receipt of gov't comments, Annual
Final Report	15 hard copies 1 electronic	30 days from receipt of govit comments, Annual
Progress Reports	electronic	weekly
Draft Map Book	1 hard copy	Same as draft final report
Final Map Book	5 hard copies	Same as final report
Poster Presentation	2 hard copies	With Final Report
GIS data	1 electronic	With Draft Annual Report

J. DURATION OF PROJECT

1. Work shall commence September 1 2003 and continue through the end of four (4) seasons (if needed),
2. Option years priced in original contractor proposal are binding and can be exercised at the discretion of the government. When exercising options, the Government may extend the term of this contract by written notice to the Contractor within five (5) business days of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. These option periods are considered to have been competed and can be exercised to extend the contract without further advertisement or competition.
3. The contractual commitment is for the base period. Options are contingent upon funds being available and contingent to the Government's exercise of the right to extend as noted herein. The government may exercise the options depending on evolution of requirements and the success of the base effort. The government can implement these options as required and at the discretion of the government.

K. CONTRACT ADMINISTRATION

1. A scoping session between the Cooperator and the Client Representative will take place within ten working days following award of the contract and shall be held on the AC/S, ES Office. The purpose of the scoping session is to discuss any questions the Contractor may have regarding the agreement, explain Base access and security requirements/restrictions, issue the SPECIAL USE/ACCESS PERMIT, clarify field schedules, discuss GIS attribute needs, data management, and discuss other pertinent information which could have a bearing on the work to be performed.
2. Any requirement for the payment of obligation of funds, under the terms of this agreement, shall be subject to the availability of appropriated funds, no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC 1341 et seq. Nothing in this agreement shall be construed as implying than Congress will, on a loner time, appropriate funds sufficient to meet deficiencies.
3. In accordance with Federal Acquisition Regulation (FAR 32-702) regarding the Government Policy on contract funding and 31 USC 1341 Anti-Deficiency Act: should the contractor work at risk without an official notification from the ITM to continue, the contractor may not be compensated for the value of work performed while funding had been exceeded,
4. In accordance with Title 29, of the Code of Federal Regulations, Labor Standards for Federal Service Contracts, GSA considers the Service Contract Act (SCA) to apply to this contract.
5. The contractor is put on notice that regardless of the rate proposed for billing purposes and payment purposes, the contractor is required by the Department of Labor during contract performance to pay non-exempt employees at least the applicable wage determination rate for the specific area(s), if a

specific wage determination(s) exist. If none exists, the contractor must pay the non-exempt employees at least the salary portion of the applicable rate dictated by the DOL. In addition, the contractor will be held to the legal guidelines set by the SCA regarding fringe benefits, safe and sanitary working conditions, notification to employees of minimum compensation allowed, and equivalent federal employee classification wage rates.

6. The Client has determined that use of the GSA contracts to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (EAR) Part 37.104 titled "Personal services contract".

**Land Management Branch
Marine Cow Base Camp Pendleton
Riparian Exotic Plant Species
2003**

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12111111111111TIIIIIIIIINUNINIMITA	11111111111110011	NM111115E11111	RIVIIIIININIMIIITININIM111111511111k1IN
<i>Arundo donax</i>	0.25 ACRES		
<i>Tamarix spp</i>	0.25 ACRES		
<i>Ricinis COMMUNIS</i> - castor bean	0.25 ACRES		
<i>Eucalyptus</i> sp. - eucalyptus	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES GREATER		
<i>Washingtonia filifera</i> - fan palm	INDIVIDUALS UNLESS GROVES ARE 0.25 ACRES OR GREATER		
<i>Cortaderia selloana</i> - pampas grass	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES GREATER		
<i>Nicotiana glauca</i> - tree tobacco	INDIVIDUALS		
<i>Car pobrotus</i> spp. - iceplant	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		
<i>Xanthiurn strumarium</i> - cocklebur	0.25 ACRES		
<i>Cardari a draba</i> Hoary Cress	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		
<i>Senecio inikanioides</i> - German ivy	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		
<i>Vinca major</i> - perriwinkle	INDIVIDUALS UNLESS POPULATION IS 0,25 ACRES OR GREATER		
<i>Myoporuin lactum</i> — Ngaio tree	INDIVIDUALS UNLESS GROVES ARE 0.25 ACRES OR GREATER		
<i>Phoenix canariensis</i> - Canary Island Palm	INDIVIDUALS UNLESS GROVES ARE 0.25 ACRES OR GREATER		
<i>Schinus terebinthifolius</i> - Brazilian pepper tree	INDIVIDUALS UNLESS GROVES ARE 0,25 ACRES OR GREATER		
<i>Lepidium latifolium</i> perennial pepperweed	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		
<i>Coraderia jubata</i> purple pampas grass	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		
<i>Piptatherum miliaceum</i>	INDIVIDUALS UNLESS POPULATION IS 0.25 ACRES OR GREATER		

Addendum:

NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT BECAUSE THEY CONTAIN APPROVED DEVIATIONS TO FEDERAL ACQUISITION REGULATION (FAR) LANGUAGE; CONTAIN INFORMATION SPECIFIC TO THE GSA GREATER SOUTHWEST REGION PROCUREMENTS; OR ARE OTHERWISE UNSUITABLE FOR INCORPORATION BY REFERENCE.

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the original contract or option period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 business days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, six (6) months.

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract,
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment,

52.228-5 INSURANCE — WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
 - (a) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (b) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—
 - (1) Occurs after Government acceptance of services performed under this contract; and
 - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial

personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is **being** performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.
- (d) The contractor shall include this clause, including this paragraph (d), supplemented as necessary to reflect the relationship of the contracting parties, in all sub-contracts over \$25,000.

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the service to be performed.

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

I-FSS-7FC-141 LIABILITY OF THE CONTRACTOR

- (a) Responsibility for Government Property: The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss of damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent, or representative of Contractor or sub-contractor.

- (b) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for the loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent, or representative of Contractor or sub-contractor.
- (c) Damage to Government Property From Causes Other Than Contractor's Negligence: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction, or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property arising out of the Contractor's operation under this contract and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(End of Addendum)